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Attorney for Debtor,
MICHAEL YBARRA ,

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

In Re:)	Case No. 2019-25214
MICHAEL YBARRA ,)	Doc. No: DEF-002
Debtors.)	DECLARATION OF MICHAEL YBARRA IN SUPPORT OF MOTION TO CONFIRM SECOND AMENDED CHAPTER 13 PLAN
)	Date: April 21, 2020
)	Time: 10:00 A.M.
)	Judge: Christopher D. Jaime
)	Place: Department B, Courtroom 34 United States Bankruptcy Court 500 I Street, Sacramento, CA

I, MICHAEL YBARRA, hereby declare as follows:

1. I am a Debtor in the above-entitled action. If called as a witness to these proceedings, I could and would affirm that the facts stated herein are true of my own personal knowledge, except those facts alleged on information and belief, and as to those facts I believe them to be true. Any fact stated herein alleged on information and belief is preceded by the following clause, "I am informed and believe and thereon on allege that ..." I am over the age of 18 years. I am not subject to any condition nor under influence of any substance which could impair my ability to affirm the facts stated herein.

DURING BANKRUPTCY

2. The petition in this case was filed on August 20, 2019, due to an over extension of debt which I could no longer afford to service.

1 3. The Meeting of Creditors was held on October 2, 2019, and continued to October
2 16, 2019.

3 4. On October 4, 2019, my trustee filed an Objection to Confirmation because I failed
4 to bring my Social Security card to the Meeting, which resulted in the Meeting of Creditors
5 being continued to October 16, 2019. On October 24, 2019, the trustee withdrew his Objection
6 to Confirmation.

7 5. On October 16, 2019, the Motion to Confirm the First Amended Chapter 13 Plan
8 was filed. On December 2, 2019, the trustee filed an Opposition to the Motion to Confirm the
9 First Amended Chapter 13 Plan. On December 17, 2019, the Court denied the Motion to
10 Confirm the First Amended Chapter 13 Plan.

11 6. On February 4, 2020, the trustee filed a Motion to Dismiss.

12 **SECOND AMENDED CHAPTER 13 PLAN**

13 7. The Second Amended Chapter 13 Plan is being filed because I needed to propose
14 a more feasible plan. The proposed Second Amended Chapter 13 Plan provides for the
15 following creditors:

16 **A. Class 1 Creditor- Lakeview Loan Servicing, LLC c/o Cenlar FSB**

17 8. The chapter 13 plan provided for Lakeview Loan Servicing, LLC c/o Cenlar FSB as
18 Class 1 Creditor with the total amount of arrears being forty-one thousand four hundred thirty-
19 one and 99/100 dollars (\$41,431.99).

20 9. On October 29, 2019, Lakeview Loan Services, LLC c/o Cenlar FSB filed a Proof
21 of Claim. The total amount arrears listed within the Proof of Claim was forty-one thousand four
22 hundred thirty-one and 99/100 dollars (\$41,431.99) and the ongoing monthly payment was
23 listed at two thousand six hundred twelve and 86/100 dollars (\$2,612.86).

24 10. The Second Amended Chapter 13 Plan provides for Lakeview Loan Services, LLC
25 c/o Cenlar FSB as Class 1 Creditor with the total amount of arrears of forty-one thousand four
26 hundred thirty-one and 99/100 dollars (\$41,431.99) and the ongoing monthly payment as two
27 thousand six hundred twelve and 86/100 dollars (\$2,612.86).

28 **B. Class 2 Creditor- Twenty-One-Eighty-Five, LLC c/o State Farm Bank**

1 11. The Chapter 13 Plan provided for Twenty-One-Eighty-Five, LLC c/o State Farm
2 Bank as a Class 2 Creditor in the amount of thirteen thousand five hundred forty-one dollars
3 (\$13,541), with an interest rate of 4.84 percent (4.84%).

4 12. On January 9, 2020, Twenty-One-Eighty-Five, LLC c/o State Farm Bank filed a
5 Proof of Claim in the amount of eleven thousand three hundred sixty-eight and 97/100 dollars
6 (\$11,368.97).

7 13. The Second Amended Chapter 13 plan proves for Twenty-One-Eighty-Five, LLC
8 c/o State Farm Bank as a Class 2 Creditor in the amount of eleven thousand three hundred
9 sixty-eight and 97/100 dollars (\$11,368.97), with an interest rate of 4.84 percent (4.84%).

10 **Good Faith: Petition and Plan**

11 14. The petition has been filed in good faith in an effort to pay the secured and priority
12 debts and pay as much as I can afford during the course of the plan to the non-priority, general
13 unsecured debts. I believe that the proposed Chapter 13 Plan is in the best interest of all
14 interested parties. Further, I am unaware of any provision in the proposed modified plan
15 which are or may be forbidden by any provision of law.

16 **Post Petition Claims**

17 15. The Second Amended Chapter 13 Plan does not provide for nor include any post-
18 petition claims.

19 **Executory Contracts and Unexpired Leases**

20 16. There are no executory contracts nor unexpired leases at issue in this proceeding.

21 **Re-vest**

22 17. The Second Amended Chapter 13 Plan provides that the assets of the bankruptcy
23 estate shall re-vest to the Debtor until conclusion of the case.

24 **Contractual Agreements**

25 18. The Second Amended Chapter 13 Plan does not propose to alter any contractual
26 agreement to repay any loan described in Section 362(b)(19). Therefore, I have provided the
27 same treatment for each claim within a particular class of claims.

28 **Defaults**

Interest

Fees

Assets and Exemptions

Chapter 7 Liquidation

23. To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a Chapter 7 liquidation. In addition to an analysis of Schedules A, B, and C, the Chapter 13 Statement of Current Monthly Income and Calculation of Commitment Period and Disposable Income ("Form B22C") was used to compute a

Chapter 7 liquidation test with figures from 6 months of pay advices prior to the filing. According to the Form B22C the household annualized current monthly income is twenty-two thousand four hundred forty-nine and 12/100 dollars (\$22,449.12). The median family income for the applicable state and household size is ninety-six thousand eight hundred thirteen dollars (\$98,813). According to the calculation required by the Form B22C the applicable commitment period is three years. There is no disposable income determined under section 1325(b)(3).

Feasibility

24. Having reviewed the Chapter 13 Plan, including the "Plan Payments and Term" (which outlines both the monthly payments to the Chapter 13 Trustee and the period of time that I will make those payments), as well as the applicable "Additional Provisions," if any, I believe that I will be able to tender the proposed payments to the Chapter 13 Trustee; and, I am willing to do so.

Income and Expenses

25. My income was calculated by reviewing my wife's income for last year and my pay advices. The average income listed within my Schedule I is five thousand four hundred fifty and 83/100 dollars (\$5,450.83). The total monthly expenses listed within the Schedule J are two thousand forty and 83/100 dollars (\$2,040.83). I can afford this payment because the disposable income is three thousand four hundred ten dollars (\$3,410).

26. I have filed the updated Schedule I and Schedule J concurrently to show the current income and expenses. The changes to the Schedule I are as follows:

A. Jenny Ybarra's Income

25. My previous Schedule I listed my wife's income, Jenny Ybarra, in the amount of nine hundred dollars (\$900). My wife's income is now less, therefore, we have changed it on the updated Schedule I. My wife's income is seven hundred twenty 83/100 dollars (\$720.83).

B. Childcare and children's education expenses

27. I can afford the payment increase month 25 because my wife will be earning more money. She is a relator and is building a business. We believe that her income will be higher in month 25 and she will be able to afford to contribute to the chapter 13 plan.

28. The projected disposable income has been devoted to the plan. I am funding this plan solely from the contributions of the future monthly disposable income. I have not proposed the sale or liquidation of any property in order to fund any part of the proposed plan

MICHAEL YBARRA,
Debtor.